**PRIVATE DETENTION BASIN / STORMWATER QUALITY BEST MANAGEMENT PRACTICE**

**MAINTENANCE AGREEMENT AND EASEMENT**

This PRIVATE DETENTION BASIN / STORMWATER QUALITY BEST MANAGEMENT

PRACTICE MAINTENANCE AGREEMENT AND EASEMENT (Agreement) is made by and between EL PASO COUNTY by and through THE BOARD OF COUNTY COMMISSIONERS OF EL

PASO COUNTY, COLORADO (Board or County) and Kum & Go, L.C. (Developer). The above may occasionally be referred to herein singularly as “Party” and collectively as “Parties.”

Recitals

1. WHEREAS, Developer is the owner of certain real estate (the Property) in El Paso County, Colorado, which Property is legally described in Exhibit A attached hereto and incorporated herein by this reference; and
2. WHEREAS, Developer desires to develop on the Property a land use to be known as Kum & Go at Security Blvd & Main St; and
3. WHEREAS, the development of this Property will substantially increase the volume of water runoff and will decrease the quality of the stormwater runoff from the Property, and, therefore, it is in the best interest of public health, safety and welfare for the County to condition approval of this land use on Developer’s promise to construct adequate drainage, water runoff control facilities, and stormwater quality structural Best Management Practices (“BMPs”) for the land use; and
4. WHEREAS, Chapter 8, Section 8.4.5 of the El Paso County Land Development Code, as periodically amended, promulgated pursuant to Section 30-28-133(1), Colorado Revised Statutes (C.R.S.), requires the County to condition approval of all subdivisions on a developer’s promise to so construct adequate drainage, water runoff control facilities, and BMPs in subdivisions; and
5. WHEREAS, the Drainage Criteria Manual, Volume 2, as amended by Appendix I of the El Paso County Engineering Criteria Manual (ECM), as each may be periodically amended, promulgated pursuant to the County’s Colorado Discharge Permit System General Permit (MS4 Permit) as required by Phase II of the National Pollutant Discharge Elimination System (NPDES), which MS4 Permit requires that the County take measures to protect the quality of stormwater from sediment and other contaminants, requires subdividers, developers, landowners, and owners of facilities located in the County’s rights-of-way or easements to provide adequate permanent stormwater quality BMPs with new development or significant redevelopment; and
6. WHEREAS, Section 2.9 of the El Paso County Drainage Criteria Manual provides for a developer’s promise to maintain a subdivision’s drainage facilities in the event the County does not assume such responsibility; and
7. WHEREAS, developers in El Paso County have historically chosen water runoff detention basins as a means to provide adequate drainage and water runoff control in subdivisions,

which basins, while effective, are less expensive for developers to construct than other methods of providing drainage and water runoff control; and

1. WHEREAS, Developer desires to construct for the land use one (1) detention basin/stormwater quality BMP(s) (“detention basin/BMP(s)”) as the means for providing adequate drainage and stormwater runoff control and to meet requirements of the County’s MS4 Permit, and to operate, clean, maintain and repair such detention basin/BMP(s); and
2. WHEREAS, Developer desires to construct the detention basin/BMP(s) on the Property legally described in Exhibit A; and
3. WHEREAS, Developer shall be charged with the duties of constructing, operating, maintaining and repairing the detention basin/BMP(s) on the Property; and
4. WHEREAS, it is the County’s experience that subdivision developers and property owners historically have not properly cleaned and otherwise not properly maintained and repaired these detention basins/BMPs, and that these detention basins/BMPs, when not so properly cleaned, maintained, and repaired, threaten the public health, safety and welfare; and
5. WHEREAS, the County, in order to protect the public health, safety and welfare, has historically expended valuable and limited public resources to so properly clean, maintain, and repair these detention basins/BMPs when developers and property owners have failed in their responsibilities, and therefore, the County desires the means to recover its costs incurred in the event the burden falls on the County to so clean, maintain and repair the detention basin/BMP(s) serving this land use due to the Developer’s failure to meet its obligations to do the same; and
6. WHEREAS, the County conditions approval of this land use on the Developer’s promise to so construct the detention basin/BMP(s), and conditions approval on the Developer’s promise to reimburse the County in the event the burden falls upon the County to so clean, maintain and/or repair the detention basin/BMP(s) serving this Subdivision; and
7. WHEREAS, the County could condition land use approval on the Developer’s promise to construct a different and more expensive drainage, water runoff control system and BMPs than those proposed herein, which more expensive system would not create the possibility of the burden of cleaning, maintenance and repair expenses falling on the County; however, the County is willing to forego such right upon the performance of Developer’s promises contained herein; and
8. WHEREAS, the County, in order to secure performance of the promises contained herein, conditions approval of this land use upon the Developer’s grant herein of a perpetual Easement over a portion of the Property for the purpose of allowing the County to periodically access, inspect, and, when so necessary, to clean, maintain and/or repair the detention basin/BMP(s); and

Agreement

NOW, THEREFORE, in consideration of the mutual Promises contained herein, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

* 1. Incorporation of Recitals: The Parties incorporate the Recitals above into this Agreement.
	2. Covenants Running with the Land: Developer agrees that this entire Agreement and the performance thereof shall become a covenant running with the land, which land is legally described in Exhibit A attached hereto, and that this entire Agreement and the performance thereof shall be binding upon itself, its successors and assigns.
	3. Construction: Developer shall construct on the Property described in Exhibit A attached hereto and incorporated herein by this reference, one (1) detention basin/BMP(s). Developer shall not commence construction of the detention basin/BMP(s) until the El Paso County Planning and Community Development Department (PCD) has approved in writing the plans and specifications for the detention basin/BMP(s) and this Agreement has been signed by all Parties and returned to the PCD. Developer shall complete construction of the detention basin/BMP(s) in substantial compliance with the County-approved plans and specifications for the detention basin/BMP(s). Failure to meet these requirements shall be a material breach of this Agreement and shall entitle the County to pursue any remedies available to it at law or in equity to enforce the same. Construction of the detention basin/BMP(s) shall be substantially completed within one (1) year (defined as 365 days), which one-year period will commence to run on the date the approved plat of this Subdivision is recorded in the records of the El Paso County Clerk and Recorder. In cases where a subdivision is not required, the one-year period will commence to run on the date the Erosion and Stormwater Quality Control Permit (ESQCP) is issued. Rough grading of the detention basin/BMP(s) must be completed and inspected by the El Paso County Planning and Community Development Department prior to commencing road construction.

In the event construction is not substantially completed within the one (1) year period, then the County may exercise its discretion to complete the project and shall have the right to seek reimbursement from the Developer and its successors and assigns, for its actual costs and expenses incurred in the process of completing construction. The term actual costs and expenses shall be liberally construed in favor of the County, and shall include, but shall not be limited to, labor costs, tool and equipment costs, supply costs, and engineering and design costs, regardless of whether the County uses its own personnel, tools, equipment and supplies, etc. to correct the matter. In the event the County initiates any litigation or engages the services of legal counsel in order to enforce the Provisions arising herein, the County shall be entitled to its damages and costs, including reasonable attorney fees, regardless of whether the County contracts with outside legal counsel or utilizes in-house legal counsel for the same.

* 1. Maintenance: The Developer agrees for itself and its successors and assigns that it will regularly and routinely inspect, clean and maintain the detention basin/BMP(s) and otherwise keep the same in good repair, all at its own cost and expense. No trees or shrubs that will impair the structural integrity of the detention basin/BMP(s) shall be planted or allowed to grow on the detention basin/BMP(s).
	2. Creation of Easement: Developer hereby grants the County a non-exclusive perpetual easement upon and across the Property described in Exhibit A. The purpose of the easement is to allow the County to access, inspect, clean, repair and maintain the detention basin/BMP(s); however, the creation of the easement does not expressly or implicitly impose on the County a duty to so inspect, clean, repair or maintain the detention basin/BMP(s).
	3. County’s Rights and Obligations: Any time the County determines, in the sole exercise of its discretion, that the detention basin/BMP(s) is not properly cleaned, maintained and/or otherwise kept in good repair, the County shall give reasonable notice to the Developer and its successors and assigns that the detention basin/BMP(s) needs to be cleaned, maintained and/or otherwise repaired. The notice shall provide a reasonable time to correct the problem(s). Should the responsible parties fail to correct the specified problem(s), the County may enter upon the Property to so correct the specified problem(s). Notice shall be effective to the above by the County’s deposit of the same into the regular United States mail, postage pre-paid. Notwithstanding the foregoing, this Agreement does not expressly or implicitly impose on the County a duty to so inspect, clean, repair or maintain the detention basin/BMP(s).
	4. Reimbursement of County’s Costs / Covenant Running With the Land: The Developer agrees and covenants, for itself and its successors and assigns, that it will reimburse the County for its costs and expenses incurred in the process of completing construction of, cleaning, maintaining, and/or repairing the detention basin/BMP(s) pursuant to the provisions of this Agreement.

The term “actual costs and expenses” shall be liberally construed in favor of the County, and shall include, but shall not be limited to, labor costs, tools and equipment costs, supply costs, and engineering and design costs, regardless of whether the County uses its own personnel, tools, equipment and supplies, etc. to correct the matter. In the event the County initiates any litigation or engages the services of legal counsel in order to enforce the provisions arising herein, the County shall be entitled to its damages and costs, including reasonable attorney’s fees, regardless of whether the County contracts with outside legal counsel or utilizes in-house legal counsel for the same.

* 1. Contingencies of Land Use/Land Disturbance Approval: Developer’s execution of this Agreement is a condition of land use/land disturbance approval.

The County shall have the right, in the sole exercise of its discretion, to approve or disapprove any documentation submitted to it under the conditions of this Paragraph, including but not limited to, any separate agreement or amendment, if applicable, identifying any specific maintenance responsibilities not addressed herein. The County’s rejection of any documentation submitted hereunder shall mean that the appropriate condition of this Agreement has not been fulfilled.

* 1. Agreement Monitored by El Paso County Planning and Community Development Department and/or El Paso County Department of Public Works: Any and all actions and decisions to be made hereunder by the County shall be made by the Director of the El Paso County Planning and Community Development Department and/or the Director of the El Paso County Department of Public Works. Accordingly, any and all documents, submissions, plan approvals, inspections, etc. shall be submitted to and shall be made by the Director of the Planning and Community Development Department and/or the Director of the El Paso County Department of Public Works.
	2. Indemnification and Hold Harmless: To the extent authorized by law, Developer agrees, for itself, its successors and assigns, that it will indemnify, defend, and hold the County harmless from any and all loss, costs, damage, injury, liability, claim, lien, demand, action and causes of action whatsoever, whether at law or in equity, arising from or related to its intentional or negligent acts, errors or omissions or that of its agents, officers, servants, employees, invitees and licensees in the construction, operation, inspection, cleaning (including analyzing and disposing of any solid or

hazardous wastes as defined by State and/or Federal environmental laws and regulations), maintenance, and repair of the detention basin/BMP(s), and such obligation arising under this Paragraph shall be joint and several. Nothing in this Paragraph shall be deemed to waive or otherwise limit the defense available to the County pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq*. C.R.S., or as otherwise provided by law.

* 1. Severability: In the event any Court of competent jurisdiction declares any part of this Agreement to be unenforceable, such declaration shall not affect the enforceability of the remaining parts of this Agreement.
	2. Third Parties: This Agreement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceeding against either the County, the Developer, or their respective successors and assigns, because of any breach hereof or because of any terms, covenants, agreements or conditions contained herein.
	3. Solid Waste or Hazardous Materials: Should any refuse from the detention basin/BMP(s) be suspected or identified as solid waste or petroleum products, hazardous substances or hazardous materials (collectively referred to herein as “hazardous materials”), the Developer shall take all necessary and proper steps to characterize the solid waste or hazardous materials and properly dispose of it in accordance with applicable State and/or Federal environmental laws and regulations, including, but not limited to, the following: Solid Wastes Disposal Sites and Facilities Acts, §§ 30-20-100.5 – 30-20- 119, C.R.S., Colorado Regulations Pertaining to Solid Waste Disposal Sites and Facilities, 6 C.C.R. 1007-2, *et seq*., Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992k, and Federal Solid Waste Regulations 40 CFR Ch. I. The County shall not be responsible or liable for identifying, characterizing, cleaning up, or disposing of such solid waste or hazardous materials. Notwithstanding the previous sentence, should any refuse cleaned up and disposed of by the County be determined to be solid waste or hazardous materials, the Developer, but not the County, shall be responsible and liable as the owner, generator, and/or transporter of said solid waste or hazardous materials.
	4. Applicable Law and Venue: The laws, rules, and regulations of the State of Colorado and El Paso County shall be applicable in the enforcement, interpretation, and execution of this Agreement, except that Federal law may be applicable regarding solid waste or hazardous materials. Venue shall be in the El Paso County District Court.

IN WITNESS WHEREOF, the Parties affix their signatures below.

Executed this day of , 20 , by: Kum & Go, L.C.

By:

[Insert name], [Insert title(President/Manager)]

The foregoing instrument was acknowledged before me this day of , 20 , by [Insert name], [Insert title(President/Manager)], Kum & Go, L.C.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

Executed this day of , 20 , by: BOARD OF COUNTY COMMISSIONERS

OF EL PASO COUNTY, COLORADO

By:

Kevin Mastin, Interim Executive Director

Planning and Community Development Department Authorized signatory pursuant to LDC

The foregoing instrument was acknowledged before me this day of , 2022, by , Interim Executive Director of El Paso County Planning and Community Development Department.

Witness my hand and official seal.

My commission expires:

Notary Public

Approved as to Content and Form:

Assistant County Attorney

Exhibit A

**Exhibit A**

LEGAL DESCRIPTION:

Description per Title Commitment: PARCEL A:

LOT 2, PEDRICK—ECKERD FILING NO 3, COUNTY OF EL PAS0, STATE OF COLORADO. PARCEL 8:

THOSE EASEMENT RIGHTS CREATED BY DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS RECORDED JULY 1, J983 IN BOOK 3750 AT PAGE 909, FIRST AMENDMENT TO SAID DECLARATION RECORDED DECEMBER 2, 1994 IN BOOK 6571 AT PAGE 1245 AND SECOND AMENDMENT TO SAID DECLARATION RECORDED JANUARY 29, 2004 UNDER RECEPTION NO.

204016205 AND THIRD AMENDMENT TO SAID DECLARATION RECORDED FEBRUARY J9, 2013 UNDER RECEPTION NO. 213022221, AND COMMON AREA MAINTENANCE AGREEMENT RECORDED JULY 1, 1983 IN BOOK 3750 AT PAGE 929, FIRST AMENDMENT TO SAID AGREEMENT RECORDED DECEMBER 2, 1994 IN BOOK 6571 AT PAGE 125J AND SECOND AMENDMENT TO SAID AGREEMENT RECORDED JANUARY 29, 2004 UNDER RECEPTION NO. 204016204, AND ASSIGNMENT AND ASSUMPTION OF RECIPROCAL EASEMENT AGREEMENT RECORDED SEPTEMBER 5, 2007 UNDER RECEPTION NO. 207115485.

Exhibit B

TITLE EXCEPTIONS:

* + 1. Any focts, rights, interests, or claims thereof, not shown by the Public Records but that could be oscertoined by an inspection of the Land or that may be asserted by persons in possession of the Land.
		2. Eosements, liens or encumbrances, or claims thereof, not shown by the Public Records.
		3. Any encroachment, encumbrance, violation, variotion, or odverse circumstance offecting the Title that would be disclosed by an accurate and complete land survey of the Land ond not shown by the Public Records.
		4. Any lien, or right to o lien, for services, labor or material heretofore or hereafter furnished, imposed by law ond not shown by the Public Records.
		5. Defects, liens, encumbronces, adverse claims or other matters, if any, created, first oppeorinq in the public records or ottachinq subsequent to the effective dote hereof but prior to the date of the proposed insured acquires of record for value the estate *or* interest or mortqoge thereon covered by this Commitment.

s. (a) Taxes or assessments thot are not shown as existing liens by the records of ony taxing authority that levies taxes or assessments on reol property or by the Public Records; (b) proceedings by a public agency that may result in taxes or ossessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

1. (a) Unpatented mining cloims; (b) reservotions or exceptions in potents or in Acts outhorizing the issuance thereof; (c) water rights, claims or title to water.
2. EXISTING LEASES AND TENANCIES, IF ANY.
3. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS RECORDED JULY 01, 1983 IN BOOK 3750 AT PAGE 909. FIRST AMENDMENT TO SAID DECLARATION RECORDED DECEMBER 2, 1994 IN BOOK 6571 AT PAGE 1245. SECOND AMENDMENT TO SAID DECLARATION RECORDED JANUARY 29, 2004 UNDER RECEPTION NO. 204016205. THIRD AMENDMENT TO SAID DECLARATION RECORDED FEBRUARY 19, 2013 UNDER RECEPTION NO. 213022221. ASSIGNMENT AND ASSUMPTION OF RECIPROCAL EASEMENT AGREEMENT IN CONNECTION THERE\#ITH RECORDED SEPTEMBER 5, 2007

UNDER RECEPTION NO. 207115485.

Includes all of the subject property. Not plotted. "Sign Pylon 3" is plotted.

1. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN COMMON AREA MAINTENANCE AGREEMENT RECORDED JULY 01, 1983 IN BOOK 3750 AT PAGE 929. FIRST AMENDMENT TO SAID AGREEMENT RECORDED DECEMBER 2, 1994 IN BOOK 6571 AT PAGE 1251. SECOND AMENDMENT FIRST AMENDMENT TO SAID AGREEMENT RECORDED JANUARY 29, 2004 UNDER RECEPTION NO. 204016204. ASSIGNMENT AND ASSUMPTION OF RECIPROCAL EASEMENT AGREEMENT IN CONNECTION THEREWITH RECORDED SEPTEMBER 5, 2007 UNDER RECEPTION NO. 207115485.

Includes all of the subject property. Not plotted.

1. THE EFFECT OF RESOLUTION NO. 90—171, LAND USE—61 REGARDING ZONING, RECORDED OCTOBER 18, 1990 IN BOOK 5782 AT PAGE 778.

Includes all of the subject property. Not plotted.

1. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF PEDRICK—ECKERD FILING NO. 3 RECORDED JANUARY 29, 2004 UNDER RECEPTION NO. 204016203.

EL PAS0 COUNTY RESOLUTION NO. 04—23 IN CONJUNCTION WITH SAID PLAT RECORDED FEBRUARY 01, 2005 UNDER RECEPTION NO. 205015812.

Includes all of the subject property. Eosements are plotted.

1. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED JANUARY 29, 2004 UNDER RECEPTION

SURVEYOR’S CERTIFICATION:

VICINITY MAP 1" = 3000’

Site

LEGAL DESCRIPTION: O

Description per Title Commitment:

Sheet

PARCEL A:

LOT 2, PEDRICK—ECKERD FILING NO 3, COUNTY OF EL PAS0, STATE OF COLORADO.

Project Description

675 Security Boulevard

PARCEL 8:

THOSE EASEMENT RIGHTS CREATED BY DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS RECORDED JULY 1, J983 IN BOOK 3750 AT PAGE 909, FIRST AMENDMENT TO SAID DECLARATION RECORDED DECEMBER 2, 1994 IN BOOK 6571 AT PAGE 1245 AND SECOND AMENDMENT TO SAID DECLARATION RECORDED JANUARY 29, 2004 UNDER RECEPTION NO.

Project No.

2021138

204016205 AND THIRD AMENDMENT TO SAID DECLARATION RECORDED FEBRUARY J9, 2013 UNDER RECEPTION NO. 213022221, AND COMMON AREA MAINTENANCE AGREEMENT RECORDED JULY 1, 1983 IN BOOK 3750 AT PAGE 929, FIRST AMENDMENT TO SAID AGREEMENT RECORDED DECEMBER 2, 1994 IN BOOK 6571 AT PAGE 125J AND SECOND AMENDMENT TO SAID AGREEMENT RECORDED JANUARY 29, 2004 UNDER RECEPTION NO. 204016204, AND ASSIGNMENT AND ASSUMPTION OF RECIPROCAL EASEMENT AGREEMENT RECORDED SEPTEMBER 5, 2007 UNDER RECEPTION NO. 207115485.

GENERAL NOTES:

1. Stotute of limitations disclosure required per 13—80—105, C.R.S.:

Notice: According to Colorodo law you MUST commence ony leqol oction based upon any defect in this survey within three years after you first discover such defect. In no event may any oction bosed upon any defect in this survey be commenced more thon ten years from the dote of the certificotion shown hereon.

1. Statement of lineal units required per 38—51—106(1)(I), C.R.S.: Lineal unit of measure used in this survey is U.S. Survey Foot.

Revisions

1. The boundory lines shown on this survey represent o professional opinion by this surveyor as to where the boundory lines hereby retraced were originally loid out on the ground and subsequently relied upon by the land owners. The discovery of odditional evidence moy result in o different opinion.
2. All copyrights to publicotions by Foresight West Surveying, Inc. are reserved. Additionally, oil field books, notes, sketches and electronic files ore instruments of service and sholl remain the sole property of Foresight West Surveying, Inc. If this survey is deposited with the County in complionce with 38—51—107, C.R.S., Foresight West Surveying, Inc. accepts no liability from proprietary or confidentiol informotion disclosed to the public by the contents herein.
3. Preservation of Boundary Monumentation: Any person who knowingly removes, otters or defoces ANY public land survey monument (defined by 38—53—103(18) C.R.S. os any lond boundary monument estoblished on the ground by o codastral survey of the United States government ond any mineral survey monument established by a United Stotes mineral surveyor and mode o port of the United States public land records) or ANY land survey corner (defined by 38—53—103(6) C.R.S. as ony land survey corner the position of which controls the location of the boundaries of a tract or parcel of land), or a restoration of ony such monument, even if said person hos title to the land on which soid monument is locoted, commits a closs 2 misdemeanor punishable by o fine of up to §1,000 ond/or 1 year in jail unless, prior to such removal, said person hos caused a Colorodo professionol fond surveyor to estoblish ot leost two witness corners or reference marks for eoch such monument removed and hos filed or coused to be filed a monument record pursuont to article 53 of title 38, C.R.S. (18—4—508, C.R.S.)

' \/ /N

Horizontal Scole: One Inch= 3000’ Contour Interval:

Surveyed By: GK

Colculoted: UL

Drawn: uL

An electronic real is embedded in the cover page and applies to all attached pages bearing the Foresight West logo

By

1. Oil, gas, cool, minerol, water, ditch, reservoir, geothermal, oviqotion, qrozing or other rights, as well as development, zoning, leose, fire district or other restrictions, both recorded and unrecorded, moy offect this property ond not be plottoble graphically hereon.
2. The locations of ony underground utilities shown hereon ore not to be considered oil—inclusive and moy be inoccurate. Underground utility locations may hove been determined from ovoiloble construction plons and os—built maps, surface markings established by independent locators or utility companies, or from surface features. Underground utilities shown hereon have not been exposed by this firm ond moy vary in octual locotion, usoqe, material, size and/or existence. This firm accepts no liability for inoccurote work by utility locators. Per Title 9, Article 1.5, C.R.S., underground utilities must be marked prior to any digging or drilling by submitting a request to the Utility Notification Center of Colorodo. Call (811) at least 72 hours in advonce.

TITLE SURVEY

WEST OF THE 6th

P.M.,

1. Any overheod wires shown hereon are qenerolized locations showing the wire connections between utility poles and other structures. The locations of individuol wires were not meosured ond their representation on this drawing should not be relied upon where accurote clearonce distances from overheod wires are required.

PART OF THE SOUTHEAST QUARTER OF SECTION

COUNTY OF EL PAS0, STATE OF COLORADO

1. All users of this survey are hereby notified thot this survey in no woy constitutes a title search

NO. 204016206.

Includes all of the subject property. Not plotted.

1. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN UTILITY EASEMENT ENCROACHMENT AGREEMENT RECORDED MAY 12, 2004 UNDER RECEPTION NO. 204077720.

Includes part of the subject property. Plotted.

1. TERMS, CONDITlONS, PROVISIONS, BURDENS, COVENANTS, OBLIGATIONS AND RESTRCTONSAS S[T FORTH lN DECSRATON OFUSE RESTRCTON RECORDED UNDER RECEPTION NO.

This certification does not extend to any unnomed persons or legal entities without written recertificotion expressly naming such persons or legal entities.

To Kum & Go, L.C., an loco limited liability company, Lond Title Guarantee Company and Old Republic National Title Insurance Company:

This is to certify that this map or plot and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Lond Title Surveys, jointly established and adopted by ALTA and NSPS, ond includes Items 1, 2, 3, 4, 5, 6(a), 6(b), 7(a), 7(b)(1), 8, 9, 11(b), 13, 16, 17 and

18 of Table A thereof. The fieldwork was completed on August 31, 2021.

Pursuont to Colorodo Revised Statute 38—51—106 (1)(d) and Colorado State Board of Licensure for Professional Land Surveyors Rule 1.6(B)(2), the undersigned further certifies that this survey was performed under my responsible charge, is based upon my knowledge, information and belief, is in accordance with applicable stondords of practice, and this certificotion is not o quaranty or warronty, either expressed or implied.

Lester J. Ludeman, PLS 25636 Email: Iludemaneforesiqhtwest.com Signature and date through seal: (Required by Colorodo law)

by Foresight West Surveying Inc. for determination of (a)right to title, (b)chain of title/obstroct, (c)the historical compatibility of all descriptions of this property with all descriptions of odjoininq properties, ond (d)easements, rights—of—woy ond other instruments of record thot moy impoct title to this property. Additionally, unwritten rights to this property moy exist which ore unknown to this firm. A reosonable effort was made to research the records for this property and the odjoininq properties in accordance with the usual ond customary standard of core for land surveyors procticing in Colorado.

1. Title Policy Reference: For oll informotion regarding right to title ond easements, rights—of—woy or other title burdens affecting such right to title to this property, this survey relied upon title commitment issued by Lond Title Guarantee Company/Old Republic Notionol Title Insurance Company, Order Number: SC55098364, with an effective date of 07/16/2021.

ALTA/NSPS LANv

TOWNSHIP 15 SOUTH, RANGE

1. Building Setback notice: Due to the frequent changes in and differing interpretations of zoning ordinances, the owner is urged to contact the governing municipolity(ies) for guidonce relotinq to setbock requirements prior to planning future improvements on this property. No zoning report or letter citing setback restrictions wos provided.
2. Basis of bearings statement required per 38—51—106(1)(e), C.R.S.:

Beorinqs are based upon the southeasterly line of Pedrick — Eckerd Filing No. 3 os beoring North 28°41 ’44" East, per said plot. The monuments are described hereon.

1. Elevotions are based upon Colorodo Springs Utilities FIMS Control Monument SE09, being o 2—inch diometer aluminum cop stomped "CSU FIMS CONTROL SE09" on the east corner of the concrete base of a telephone relay box at the east corner of 226 Main street, about 3 feet northwest of the northwest curb of Moin street, and obout 205 feet southwest of the southwest curb line of Security boulevard. City elevation: 5726.76 (NGVD 29).

ForesightWest.com

1. This parcel lies partly within Zone AE (Special Flood Hazard Areo), os shown on FEMA FIRM ponel no. 08041C0763G, revised December 7, 2018. The zone limits depicted hereon were scoled and do not represent a flood study by Foresight West Surveying, Inc.
2. Measured dimensions shown hereon reflect the results of a least squares odjustment of the field measurements.

303—504—4440

1. No evidence of recent earth moving work or building construction was observed.
2. Gross land oreo: 56,030 square feet, or 1.286£ ocres.
3. All found ond set monuments ore reasonably close to ground surface unless noted otherwise.

1309 S . Inco Street, Deyn er, CO 80223

1. There are no morked porking spaces on the property.
2. No proposed changes in street right of woy lines were provided.



40 0 40 80 feet

Revisions

(P1) Per Plot of Pedrick — Eckerd Filing No. 3 (P2) Per Plot of Albertson’s Subdivision No. 2

By

(M) = Meosured Value in this survey

' \/ /N

Security

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M „ 90,1 I,I 9N

A.90,1I.t9N

Horizontal Scole: One Inch= 40' Contour Interval:

Surveyed By: GK

Colculoted:

Drawn: uL

An electronic real is embedded in the cover page and applies to all attached pages bearing the Foresight West logo

|  |  |
| --- | --- |
| Lot 1Pedrick - Eckerd Filing No. | 3 |
| Rec. No. 204016203 (2004) |  |
| T Security Center CO LLC Rec. No. 218080894 |  |

*found Bare*

*No. fii Pebor*

*found f” Dorrio9ed Bross*

Boulevard

*Pedri'ck—Eckerd Fi/inp No. d*

TITLE SURVEY

PART OF THE SOUTHEAST QUARTER OF SECTION

WEST OF THE 6th

COUNTY OF EL PAS0, STATE OF COLORADO

*('illegible Not)*

Exception 12 5' Public Utility ond Drainage Eosements

51

LANv

SOUTH, RANGE

*foand No. :5 Pebor & Broken*

#\.90.9 I,f 9N

ALTA/NSPS

80’

( za) ,zo' ost

( fu) ,sf osï

TOWNSHIP

*foand No. F Pebar 8: I.25 Whi‘te Plastic Map starriped LS 9d4iS sho+n on Plate of Pedrick—Fckerd N‘Ii‘ng* /V*o. I ond Atherton’s Subdivision No. X*

ForesightWest.com

*found PM IVail sho+vn on Plate o/' Pedrick—defend T'//ng No. d and A/berton ’s Subd/’vision No. 2*

,00ł

*foand Jf4 “X Darnoged 8ross Shi‘ner stamped*

S28•41’44W 275.05'(P1)

S28•41’44"W 275.00'(P2)

S28°41 ’26"¥/ 275.02'(M)

Main Street

,08

80' Public Right of Woy

Rec. No. 967690 (1955)

Book W Page 68

N28°41’44"E 1034.84’(P1) (Totol) N28•41’44"E 1034.84’(P2) (Totol)

N28°41 '44”E 1 029.73'(M) (Total)

303—504—4440

Bearing Basis

.O

1309 S . Inco Street, Deyn er, CO 80223

’0



Project

**2021138**

Sheet

Project Description

Security Boulevard

Parking

0

Parking

OOH

Porking

7' Public Utility and Orainoge Easement

—Asphalt—

Parking

)0.5'

—Asphalt-

7' Public Utility ond Droinage Easement

Concrete Dumpster Pad

Parking

Sheet

L

} 5' Public Utility and Drainage Easement

-Aspholt—

Concrete

Curb

Project No.

2021138

Project Description

Security Boulevo rd

*” B*

Revisions

—Dirt—

”No Parking”

Abandoned

\* Pole

By

—Dirt—

Horizontal Scole: One Inch Contour Interval: Foot Surveyed By: GK Colculoted:

Drawn: ML

An electronic seal is embedded in the cover page and opplies to all ottoched pages bearing the Foresight West logo

 45.6’

ee

”For Sole” Sign

J

5725.3 Ş

Rim

UC UC

—Asphalt—

"SECURITY SHOPPING CENTER"

25’ Sight Triangle

10’ Utility & Public Improvement Easement 7’ Public Utility ond Drainage Easement

!!- — OET  ~~—~~ OET- — o; $

4” Lid— Unknown

BricLs

Concrete

-Asphalt—

 OET

TITLE SURVEY

P /\RT OF THE SOUTHEAST QU/\RTER OF SECTION

WEST OF THE 6th

COUNTY OF EL P /\SO, STATE OF COLORADO

5722.96 12”x18”

UC

sS kg ss

Can’t Open

ss ss ss ss ss ss-*S*-*M*--O

Can’t Open

ALTA/NSPS LANo

SOUTH, RANGE

Rim

30" & 24" RCP’s on south

24”x12" Opening on north

5725.40 Rim

5722.00 18” RCP on north 5721.97 24”x12” Opening on South

Symbols Used

Topoqrophic Legend

Linetypes Used

TOWNSHIP

20 0

*Bou ndæ•p*

20 40 Feet

IT'8 THE LSWl

UTILITE8 NOTIFI TIDH OEHTER

CALL 811

8 BtJ8NE88 8 P TO

EX TION FOB UTMTY LO TI0It8

Sanitary Sewer Monhole Lid Storm Sewer Manhole Lid Communicotions Manhole Lid Fire Hydrant

Woter Valve Box Woter Curb Stop Box

D

E Electric Service Riser Electric Meter

Communications Service Riser Traffic Siqnol Pole

Power Pole

Guy Wire Anchor Sign Post Delineator

Bollard (Guard Post)

o Coniferous Tree or Shrub Deciduous Tree or Shrub

* OE OE —
* OET OET—

Stockade Fence Metol Fence

Overhead Electric Line Overhead Elec & Telecomm

 1309 S . Inch Street, O enver, CO 80223 ForesightV est.com

Underground Communication Line Underground *\Iia\er* Line Underground Gas Line

OJi *and* J£iner a J

Sonitary Sewer Line

Elevation Contour w/Elevation

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